

FILED ELECTRONICALLY (ECF)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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CCC INSURANCE CORPORATION,	:	Hon. P. Kevin Castel
	:	
Plaintiff	:	Case No.: 07-CV-11393
	:	
- against -	:	
	:	<u>ANSWER</u>
	:	
NATIONAL UNION FIRE INSURANCE	:	Jury Trial Demanded
COMPANY OF PITTSBURGH, PA,	:	
	:	
Defendant.	:	
-----X		

Defendant National Union Fire Insurance Company of Pittsburgh, PA ("National Union"), as and for its Answer to the Complaint, states:

The Nature of the Action

1. Answering paragraph 1 of the Complaint, National Union states it is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

The Parties

2. Answering paragraph 2 of the Complaint, National Union states it is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

3. National Union admits the allegations contained in paragraph 3 of the Complaint.

Jurisdiction and Venue

4. Answering paragraph 4 of the Complaint, National Union states it is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

5. Answering paragraph 5 of the Complaint, National Union states it is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein.

The Facts

6. National Union admits the allegations contained in paragraph 6 of the Complaint.

7. Answering paragraph 7 of the Complaint, National Union states it is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and National Union respectfully refers the Court to the subject NUFIC Contract, the terms, conditions and exclusions of which speak for themselves.

8. National Union ~~admits that on or about August 24, 2006,~~ plaintiff furnished National Union with information concerning the alleged amount of its claim under the subject NUFIC Contract and otherwise denies the remaining allegations contained in paragraph 8 of the Complaint.

9. National Union denies the allegations contained in paragraph 9 of the Complaint.

10. National Union denies the allegations contained in paragraph 10 of the Complaint.

Cause of Action

11. National Union repeats and realleges the responses contained in paragraphs 1 through 10, inclusive, as if the same were fully set forth herein at length.

12. National Union denies the allegations contained in paragraph 12 of the Complaint.

AFFIRMATIVE DEFENSES

FIRST DEFENSE

Under New York Business Corporation Law § 1312, plaintiff lacks standing and is precluded from bringing this lawsuit.

SECOND DEFENSE

Plaintiff's claims are barred by the applicable statute of limitations.

THIRD DEFENSE

Any claims against National Union may be barred, in whole or in part, by the terms, exclusions, conditions, definitions, declarations, endorsements and/or limitations contained in or incorporated into the subject NUFIC Contract.

FOURTH DEFENSE

To the extent the claim(s) referenced in the Complaint and for which coverage is sought did not occur during the applicable coverage period(s) set forth in the NUFIC Contract and were not first discovered during the applicable coverage period(s), coverage under the subject NUFIC Contract is barred.

FIFTH DEFENSE

Coverage under the NUFIC Contract is excess over any other valid insurance, reinsurance or self-insured retention that applies to any claim(s) to which the subject NUFIC Contract applies and the NUFIC Contract will not contribute with such other insurance, reinsurance or self-insured retention.

SIXTH DEFENSE

The Complaint contains insufficient information to permit defendant National Union to raise all appropriate defenses and, therefore, National Union reserves its rights to amend and/or

supplement this Answer and these defenses and to assert additional defenses as may become necessary or appropriate due to discovery or additional activity in this action.

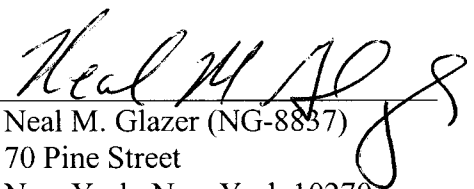
WHEREFORE, defendant National Union prays that plaintiff's Complaint be dismissed with prejudice and that it be awarded its costs incurred herein.

JURY DEMAND

Defendant National Union hereby demands a trial by jury as to all issues raised in the Complaint and this Answer.

Dated: New York, New York
February 26, 2008

D'AMATO & LYNCH, LLP

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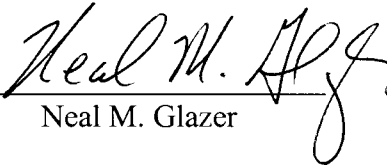
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CERTIFICATE OF SERVICE

I, Neal M. Glazer, an attorney duly admitted to the practice in this state, certify the following to be true under the penalties of perjury: on February 26, 2008, the within ANSWER was filed with the Clerk of the Court and served on the parties listed below in accordance with the Federal Rules of Civil Procedure, and/or the Southern District's Local Rules, and/or the Southern District's Rules on Electronic Service:

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Dated: New York, New York
February 26, 2008



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